

PENDLETON COUNTY FISCAL COURT
November Term, November 24th, 2009

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean, Absent

Invocation was given by Squire Whaley, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting. Whereupon Squire Whaley made a motion to accept the agenda as presented, seconded by Squire Veirs, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented minutes from the November 10th, 2009 meeting and the November 16th, 2009 Special Called meeting, whereupon Squire Fogle made a motion, seconded by Squire Whaley that these minutes be approved as presented, motion carried.

In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, presented a written report for the month of October at the Fiscal Court meeting of November 10, 2009. Squire Veirs made a motion to approve the report as presented, seconded by Squire Wells, motion carried.

In Re: Recognition of American Legion Post 109 Members

Judge Bertram presented the members of American Legion Post 109 with a certificate of outstanding recognition. Several post members were in attendance to receive this recognition.

Fiscal Court
OF THE
COUNTY OF PENDLETON

OUTSTANDING RECOGNITION

The Fiscal Court of the County of Pendleton does hereby honor

**The Members of American Legion
Post 109**

*for the outstanding commitment and dedication to the United
States Service Men and Women who have so proudly served our
Great Nation in time of war and peace by honoring them with the
respect and admiration that they so justly deserve, through
providing these men and women with an exceptional full military
funeral at the time of their passing*

*Done in Pendleton County, Kentucky,
this twenty fourth day of November in the
year of our Lord two thousand and nine*


Henry W. Bertram
Pendleton County Judge/Executive

In Re: Recognition Presented to Bill Ashcraft

Judge Bertram presented Mr. William "Bill" Ashcraft with of certificate of outstanding recognition regarding his commitment and dedication to all veterans and his hard work in organizing and directing programs that so deservingly recognize and honor these veterans.

Fiscal Court
OF THE
COUNTY OF PENDLETON


OUTSTANDING RECOGNITION

The Fiscal Court of the County of Pendleton does hereby honor

William "Bill" Ashcraft

for his outstanding commitment and dedication to the United States Service Men and Women who have so proudly served our Great Nation in time of war and peace through his hard work in organizing and directing programs that so deservingly recognize and honor these prestigious individuals

*Done in Pendleton County, Kentucky,
this twenty fourth day of November in the
year of our Lord two thousand and nine*


Henry W. Bertram
Pendleton County Judge/Executive

In Re: 109 Board Appointments

Judge Bertram ask that the following county appointments be made to the 109 Board, Missy Osborne, Bruce Sorrell and Martha Lynn. Squire Fogle made a motion to appoint Missy Osborne, Bruce Sorrell and Martha Lynn to the 109 Board, seconded by Squire Veirs, motion carried.

COMMONWEALTH OF KENTUCKY
County of Pendleton
Department of Solid Waste Management
P. O. Box 181
Falmouth, KY 41040
(859) 654-1000

Fred V. Edwards
Solid Waste Coordinator

Pendleton County Fiscal Court
Pendleton County 109 Board
Governing Bodies

November 16, 2009

Dear Judge Bertram,

The 109 Board met on November 3, 2009 for its quarterly meeting. During the meeting Missy Osborne, Bruce Sorrell and Martha Lynn were nominated and approved for reappointment to the 109 Board.

Respectfully submitted,


Fred V. Edwards
Solid Waste Coordinator

In Re: Disaster Cleanup RFP

A Request for Proposals for disaster cleanup was recently ask for by the Fiscal Court with two (2) companies responding. The Court members used the following criteria to grade the companies based on their proposals: Experience in removing disaster debris, knowledge of FEMA guidelines, capability to provide cleanup for large areas, and the ability to mobilize and command a disaster immediately, with the following results, DRC Company receiving of total of 434 points and the Carter Company receiving a total of 374 points.

Squire Veirs made a motion based on the scoring to begin contract negotiations with DRC at the time of disaster and if an agreement could not be made to go to the second highest score, which is the Carter Company, Squire Fogle seconded the motion. Motion carried.

**Disaster Cleanup RFP
Total Scoring Sheet
Pendleton County Fiscal Court
November 24, 2009**

1.	Experience in Removing Disaster Debris						
	Score	<u>23</u>	<u>20</u>	<u>22</u>	<u>21</u>	<u>20</u>	
	Score	<u>20</u>	<u>15</u>	<u>18</u>	<u>17</u>	<u>18</u>	
							Total <u>106</u> DRC
							Total <u>88</u> Carter
2.	Knowledge of FEMA Guidelines						
	Score	<u>23</u>	<u>22</u>	<u>24</u>	<u>23</u>	<u>22</u>	
	Score	<u>21</u>	<u>22</u>	<u>18</u>	<u>19</u>	<u>19</u>	
							Total <u>114</u> DRC
							Total <u>99</u> Carter
3.	Capability of Providing Cleanup for Large Areas						
	Score	<u>23</u>	<u>20</u>	<u>20</u>	<u>21</u>	<u>22</u>	
	Score	<u>19</u>	<u>16</u>	<u>20</u>	<u>19</u>	<u>18</u>	
							Total <u>106</u> DRC
							Total <u>92</u> Carter
4.	Ability to Mobilize and Command a Disaster Immediately						
	Score	<u>23</u>	<u>21</u>	<u>22</u>	<u>22</u>	<u>20</u>	
	Score	<u>20</u>	<u>15</u>	<u>24</u>	<u>18</u>	<u>18</u>	
							Total <u>108</u> DRC
							Total <u>95</u> Carter
	Total Points	<u>434</u>					DRC
	Total Points	<u>374</u>					Carter

**Disaster Cleanup RFP
Scoring Sheet
Pendleton County Fiscal Court
November 20, 2009**

1.	Experience in Removing Disaster Debris	25 Points
	Score <u>20</u> DRC	
	Score <u>18</u> Carter	
2.	Knowledge of FEMA Guidelines	25 Points
	Score <u>23</u> DRC	
	Score <u>19</u> Carter	
3.	Capability of Providing Cleanup for Large Areas	25 Points
	Score <u>22</u> DRC	
	Score <u>18</u> Carter	
4.	Ability to Mobilize and Command a Disaster Immediately	25 Points
	Score <u>20</u> DRC	
	Score <u>18</u> Carter	

84 - DRC
73 Carter

Disaster Cleanup RFP
Scoring Sheet
Pendleton County Fiscal Court
November 20, 2009

1.	Experience in Removing Disaster Debris	25 Points
	Score <u>21</u> DRC	
	Score <u>17</u> Carter	
2.	Knowledge of FEMA Guidelines	25 Points
	Score <u>23</u> DRC	
	Score <u>19</u> Carter	
3.	Capability of Providing Cleanup for Large Areas	25 Points
	Score <u>21</u> DRC	
	Score <u>19</u> Carter	
4.	Ability to Mobilize and Command a Disaster Immediately	25 Points
	Score <u>22</u> DRC	
	Score <u>18</u> Carter	

Disaster Cleanup RFP
Scoring Sheet
Pendleton County Fiscal Court
November 20, 2009

1.	Experience in Removing Disaster Debris	25 Points
	Score <u>20</u> DRC	
	Score <u>18</u> Carter	
2.	Knowledge of FEMA Guidelines	25 Points
	Score <u>22</u> DRC	
	Score <u>22</u> Carter	
3.	Capability of Providing Cleanup for Large Areas	25 Points
	Score <u>20</u> DRC	
	Score <u>16</u> Carter	
4.	Ability to Mobilize and Command a Disaster Immediately	25 Points
	Score <u>21</u> DRC	
	Score <u>18</u> Carter	

**Disaster Cleanup RFP
Scoring Sheet
Pendleton County Fiscal Court
November 20, 2009**

- | | | |
|----|--|-----------|
| 1. | Experience in Removing Disaster Debris | 25 Points |
| | Score <u>23</u> DRC | |
| | Score <u>20</u> Carter | |
| 2. | Knowledge of FEMA Guidelines | 25 Points |
| | Score <u>23</u> DRC | |
| | Score <u>21</u> Carter | |
| 3. | Capability of Providing Cleanup for Large Areas | 25 Points |
| | Score <u>23</u> DRC | |
| | Score <u>19</u> Carter | |
| 4. | Ability to Mobilize and Command a Disaster Immediately | 25 Points |
| | Score <u>23</u> DRC | |
| | Score <u>20</u> Carter | |

Tot DRC 92
CARTER 80

GAVE #1's to Vicky
11/20/09
3:00

**Disaster Cleanup RFP
Scoring Sheet
Pendleton County Fiscal Court
November 20, 2009**

- | | | |
|----|--|-----------|
| 1. | Experience in Removing Disaster Debris | 25 Points |
| | Score <u>22</u> DRC | |
| | Score <u>18</u> Carter | |
| 2. | Knowledge of FEMA Guidelines | 25 Points |
| | Score <u>24</u> DRC | |
| | Score <u>18</u> Carter | |
| 3. | Capability of Providing Cleanup for Large Areas | 25 Points |
| | Score <u>20</u> DRC | |
| | Score <u>20</u> Carter | |
| 4. | Ability to Mobilize and Command a Disaster Immediately | 25 Points |
| | Score <u>22</u> DRC | |
| | Score <u>24</u> Carter | |

In Re: Approve Sheriff's Limestone, Sand and Gravel Tax Report

Sheriff Peoples presented the court with a copy of the Sheriff's official receipt for Property Tax Bills for 2009 Limestone, Sand and Gravel property.

Squire Wells made a motion to approve this report as presented, seconded by Squire Veirs, motion carried.

SHERIFF'S OFFICIAL RECEIPT FOR PROPERTY TAX BILLS FOR 2009 LIMESTONE, SAND AND GRAVEL PROPERTY			
Totals on Tax Bills Received for Taxes Due Each Taxing Jurisdiction		Date: November 04, 2009	
County: Pendleton			
1. State Taxes			
LSC Property%	.1220	\$3,678.22	
Total.....		\$3,678.22	
2. County Taxes			
LSC Property%	.1550	\$4,673.15	
Total.....		\$4,673.15	
3. Special Levies LSC Property			
LIBRARY%	.0700	\$2,110.45	
HEALTH%	.0500	\$1,658.20	
COUNTY EXT%	.0400	\$1,205.97	
SOIL CONSERV%	.0120	\$361.80	
MENTAL HEALTH%	.0220	\$663.28	
NFPD%	.1500	\$2,329.02	
Total.....		\$8,328.72	
4. Common School Tax			
LSC Property%	.5520	\$16,642.42	
Total.....		\$16,642.42	
Total Tax		\$33,322.51	

Judge

I, Charles W Peoples, Sheriff of Pendleton County, hereby acknowledge receipt of LSC-SLSC tax bills for 2009 state and local taxes on Limestone, Sand and Gravel property.

Sheriff's Signature Charles W Peoples

DEPARTMENT OF REVENUE CERTIFICATION
I, Paul Bunscoe, representative of the Office of Property Valuation, Department of Revenue, do hereby certify that the Limestone, Sand and Gravel Property tax bills have been mailed to the Sheriff of Pendleton County for collection as certified by the Department of Revenue for the 2009 tax year.

Paul Bunscoe
Department Representative Signature

INSTRUCTIONS

Upon receipt of the tax bills and verification of the totals by your office, the Sheriff shall distribute the four copies to the following:

Department of Revenue
Office of Property Valuation
Attn: Local Valuation
P.O. Box 1727
Frankfort, KY 40602-1727

County Judge Executive

County Clerk

Sheriff Retains Copy

In Re: Approve Sheriff's Amended Budget for 2009

Sheriff Peoples presented the court with a copy of his amended budget for 2009, amending excess fees. Squire Wells made a motion to approve this amended budget, seconded by Squire Whaley, motion carried.

LF 1142.001 Rev. 11/05

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2009

Pendleton County Sheriff

3rd Qtr
w/ Amendment

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1	Column 2	Column 3	Column 4	Column 5
	2009 Fee Account	2009 Fee Account	Account	Account	Account
	Budget Estimate	Cumulative Actual	NOT YET ACCOUNTED	NOT YET ACCOUNTED	NOT YET ACCOUNTED
1. Total Est. Receipts YTD	\$689,800.00	\$404,162.34			
2. Total Disbursements YTD	\$649,291.00	\$371,628.83			
3. Book Balance/Excess Fees	\$40,569.00	\$32,533.51			
4. Bank Statement Balance		\$34,726.28			
5. Plus Deposits in Transit		\$115.19			
6. Less Outstanding Checks		\$2,290.46			
7. Other Interest		\$17.30			
8. Reconciled Bank Balance		\$32,533.51			
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required format for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and following approval submit to the state local finance office. QUARTERLY REPORT: The quarterly report is cumulative. Show the status of all funds in the official's charge during calendar year to date in Part One, Line 1. Show total receipts on a cash basis for the year to date including any beginning balances for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Three of report. Line 2 Show total disbursements on a cash basis for the year to date for all accounts. Show current year fee account in COLUMN 3 as calculated in Part Three of report. Line 3 Show difference between lines 1 and 2 for all accounts. Line 4 Show bank statement balance(s) as of close of quarter. Line 5 Show total deposits made prior to close of quarter that are not reflected in bank statement(s). Line 6 Show total amount of checks issued prior to close of quarter that are not reflected in bank statement(s). Line 7 Show investments. Line 8 Show line 4 adjusted for lines 5, 6, and 7. Line 8 should equal line 9 for all accounts. Line 9 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 10 Complete for quarter ending 12/31. Show calculation in Part Three of report. Line 11 Complete for quarter ending 12/31. Show line 8 adjusted for lines 9 and 10. All debt to be shown in Part Four. Report due to: State Local Finance Office, 1024 Capital Center Drive, Suite 540, Frankfort, KY 40601-8204 by the 15th day following the close of each quarter. Tax # 502-875-3712 / TN # 502-875-3710.

Approved by the fiscal court on the _____ day of _____, 20____.

County Judge/Executive _____ Date _____

To the best of my knowledge the information reported herein for the budget/quarter ended _____ is accurate and complete.

Signature of County Sheriff _____ Date _____

County Sheriff's Budget and Report

All Accounts

Page 1 of 2

LF 1152.002 Rev. 12/09

Part Two Receipts	Budget Estimate	1/1 thru 5/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	
1. School Resource Officer	28,000.00			34,230.68		34,230.68	
2. Grants			3,000.00	3,490.43		36,490.43	
3. State - KLU27P	18,000.00	5017.95	5,017.95	5,070.00		15,143.80	
4. State Fees for Services (courttime)	\$10,000.00	\$1,500.00	1,658.00	1,740.00		34,928.00	
5. Miscellaneous	\$6,500.00	\$65.19	1,703.13	2,175.11		35,946.43	
6. Transport Deputies	\$64,000.00	\$15,970.71	15,970.71	15,970.71		347,912.13	
7. Circuit Clerk							
8. Sheriff Security Services	\$12,000.00	\$3,754.50	2,783.77	2,915.93		39,458.60	
9. Courthouse General Fund	\$9,000.00	\$2,060.00	1,920.00	2,200.00		36,160.00	
10. Court Ordered Payments							
11. Fiscal Court (includes Election Checks)							
12. County Clerk (includes Election Issues)	\$4,000.00	\$454.93	\$45.61	277.44		11,556.00	
13. Commissions on Taxes Collected	\$240,000.00	\$12,499.67	12,425.00	2,249.18		227,173.85	
14. Fees Collected for Services							
15. Auto Inspections	\$4,000.00	\$900.00	984.00	954.00		32,836.00	
16. Accident/Police Reports	\$300.00	\$48.00	268.00	87.00		3316.00	
17. Serving Papers	\$35,000.00	\$9,068.00	8,690.00	10,412.00		325,470.00	
18. CCDW	\$4,000.00	\$1,002.00	1,341.00	1,200.00		34,443.00	
19. Vehicle Loan Crw/Vio	\$26,000.00	\$25,200.00				325,200.00	
20. Gas fr. Prisoner Transport	\$12,000.00	\$2,517.00	2,537.50	2,787.75		37,642.25	
21. Interest Earned	\$6,000.00	\$35.34	49.45	639.35		3724.18	
22. Total Revenues							
23. 10% add on taxes	\$21,000.00	\$15,328.59	18,257.40			331,586.99	
24. Salary Adv. for January	\$0.00						
25. State Advancement	\$190,000.00	\$51,080.00	43,661.00	51,090.00		3145,841.00	
26.							
27. Total Receipts (total lines 11 through 26)	\$689,800.00	\$145,491.00	121,140.50	137,520.68		3404,162.34	\$255,637.66

Copy the figures shown on line 27 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figures shown on line 27 in the Total YTD column to page 1, column 2, line 1. Copy the figures shown on line 27 in the Available column to page 1, line 5.

Sheriff's Budget and Report

Part Two - The Amount Budgeted

Page 2 of 2

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
1. Personal Services								
2. Sheriff's Gross Salary	72,000.00	18,025.47	18,790.18	17,855.23		\$54,670.88		
3. Deputy's Gross Salaries	73,923.95	17,953.56	17,853.80	17,968.80		\$53,776.16		
4. Part-Time Gross Salaries	116,000.00	\$4,429.34	4,462.86	3,554.10		\$12,446.30		
5. Secretary Salaries	323,200.00	32,800.02	8,600.02	6,500.02		\$47,900.06		
6. Overtime Gross	110,000.00	19,060.36	8,449.04	5,332.81		\$32,842.21		
7. Temporary Salaries	\$54,000.00	\$16,070.80	10,804.77	16,070.74		\$42,946.31		
8. Employee Benefits								
9. Employer's Share Social Security								
10. Phone Allowance	\$3,000.00	\$892.83	893.00	693.00		\$2,078.83		
11. KURY	\$18,000.00	\$5,017.00	5,017.00	5,181.00		\$15,187.60		
12. School Resource Officer	\$42,385.36	\$10,746.29	10,746.26	10,746.26		\$32,238.81		
13. Training Driver Benefits (UBER)	\$2,648.00		2,646.18			\$2,646.18		
14. Contracted Service								
15. Advertising	\$400.00		101.80			\$101.80		
16. Vehicle maintenance and repairs	\$10,000.00	\$1,360.05	2,350.70	2,001.62		\$5,712.37		
17.								
18. Supplies and Materials (except those listed below)								
19. Office Materials and supplies	\$3,700.00	\$793.93	188.84	200.89		\$1,183.66		
20. Uniforms	\$4,000.00	\$668.06	1,827.63	469.24		\$2,964.93		
21. Gasoline	\$35,000.00	\$7,816.50	8,657.00	6,657.94		\$23,131.44		
22. Mobile Phones	\$1,500.00		668.83	703.47		\$1,372.30		
23. Courthouse General Fund	\$9,000.00	\$2,050.00	1,703.00	2,200.00		\$5,953.00		
24. Ammunition	\$1,800.00	\$824.23	87.00	324.00		\$1,235.23		
25. Other Charges (except those listed below)								
26. Construction/Training	\$2,500.00	\$779.24	904.81	2,055.81		\$3,739.86		
27. Poles	\$200.00	\$29.00				\$29.00		
28. Tarping	\$800.00	\$185.26	170.27	194.20		\$549.73		
29. Office Phones	\$2,100.00	\$216.27	488.42	408.20		\$1,112.89		
30. Miscellaneous	\$5,500.00	\$739.10	7,830.72	3,242.37		\$11,812.19		
31. CDDM Fee	\$4,000.00	\$555.00	219.00			\$774.00		
32. E-P	\$0.00					\$0.00		
33. Computer/Printer	\$3,500.00	\$1,150.45	183.45	640.04		\$1,973.94		

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31
34. Uniform-Court Security	\$2,500.00			1,658.00		\$1,658.00	
35. Uniform-Alex	\$3,000.00	\$2,146.86				\$2,146.86	
36. Radio	\$1,200.00	\$370.82	4,468.78	683.80		\$5,523.40	
37. Range Instructor	\$1,500.00	\$375.00	375.00	375.00		\$1,125.00	
38. Court Security Salary	\$10,000.00	\$1,636.00	2,140.00	3,680.00		\$7,456.00	
39.							
40. Debt Service (borrowed money, interest, lease/purchase)							
41. State Advancement	\$190,000.00					\$0.00	
42. Bank Loan January Salary	\$0.00					\$0.00	
43. Interest						\$0.00	
44. Repayment of vehicle loan		\$6,000.00	19,706.04			\$25,706.04	
45. Capital Outlay (except purchase of capital items listed in section)							
46. Office Equipment	\$1,500.00					\$0.00	
47. Vehicles	\$24,412.00	\$24,411.40				\$24,411.40	
48. Ammunition						\$0.00	
49. Subtotal from Page 1	\$415,119.00	\$34,260.70	106,010.27	102,749.08		\$303,020.05	
50. Total	\$649,231.00	\$129,800.78	152,700.09	103,127.36		\$385,628.23	
For offices that fee pool, pay fees to county prior to December 31, or counties over 70,000 in population, show payments on appropriate line below.							
51. Payments to County Treasurer							
52. Payments to State Treasurer							
53. Total Disbursements (must lines 40, 51, and 52)		\$129,800.78	\$152,700.09	103,127.36		\$385,628.23	

Copy the figures shown on line 53 in the Budget Estimate column to this Summary on page 1, column 1, line 2. Copy the figures shown on line 53 in the Total YTD column to page 1, column 2, line 2. Copy the figures shown on line 53 in the Unpaid Obligations line.

Part Four - Liabilities Outstanding

Quarter ended _09/30/2009_____

Multi-year/Issues	Issue	Issue	Totals
Where Budgeted			
Description			
Term (# of Years)			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Less Reserve Earnings			
Net Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Short Term Liabilities	Issue	Issue	
Where Budgeted	190,000.00		
Description			
Term			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue	\$190,000.00		
Principal Balance Remaining			
Interest Balance Remaining			
Total Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Total Outstanding Debt	If no outstanding advancements, leave blank, or other debt, show "00"		
			\$145,751.00

Comments:

In Re: Approve Updated Fair Housing Policy

Judge Bertram presented the court with a resolution and policy regarding the Fair Housing Policy. Squire Veirs made a motion to approve the resolution and policy as presented, seconded by Squire Fogle, motion carried.

Pendleton County Fiscal Court
Fair Housing Resolution

No _____

LET IT BE KNOWN TO ALL PERSONS OF Pendleton County, Kentucky that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing or in the provision of brokerage services because of race, color, religion, sex or national origin is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of County to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the County does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, disability or familial status to seek equity under Federal and state laws by filing a complaint with the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the County shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: (1) printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers, and any other means that will bring attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and (3) prepare an analysis of impediments to fair housing choice and actions to mitigate such impediments.

This resolution shall take effect November _____, 2009.

Attest: Pendleton County Fiscal Court Clerk

Henry Bertram, Judge Executive

Pendleton County Fiscal Court

FAIR HOUSING POLICIES

Section 1. POLICY

It is the policy of the county to provide, within constitutional limitations, for fair housing throughout the county.

Section 2. DEFINITIONS

(a) "Dwelling" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

(b) "Family" includes a single individual.

(c) "Person" includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, and fiduciaries.

(d) "To rent" includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises owned by the occupant.

(e) "Discriminatory housing practice" means an act that is unlawful under section 4, 5 or 6.

Section 3. UNLAWFUL PRACTICE

Subject to the provisions of subsection (b) and Section 7, the prohibitions against discrimination in the sale or rental of housing set forth in Section 3 shall apply to:

(a) All dwellings except as exempted by subsection (b).

(b) Nothing in Section 4 shall apply to:

(1) Any single-family house sold or rented by an owner; Provided, that such private individual owner does not own more than three such single-family houses at any one time; Provided further, that in the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period; Provided further, that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time; Provided further, that the sale or rental of any such single-family house shall be excepted from the application of this title only if such house is sold or rented (A) without the use

in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent salesman, or person and (B) without the publication, posting or mailing, after notice of any advertisement or written notice in violation of Section 4(c) of this ordinance, but nothing in this proviso shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title, or

(2) rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

(c) For the purposes of subsection (b), a person shall be deemed to be in the business of selling or renting dwellings if:

(1) he has, within the preceding twelve months, participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein, or

(2) he has, within the preceding twelve months, participated as agent, other than in the sale of his own personal residence in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein, or

(3) he is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

Section 4. DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING

As made applicable by Section 3 and except as exempted by Sections 3(b) and 7, it shall be unlawful:

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable to deny, a dwelling to any person because of race, color, religion, sex, national origin, familial status or handicapped status.

(b) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, national origin, familial status or handicapped status.

(c) To make, print or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, national origin, familial status or handicapped status, or an intention to make any such preference, limitation or discrimination.

(d) To represent to any person because of race, color, religion, sex, national origin, familial status or handicapped status that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

Section 5. DISCRIMINATION IN THE FINANCING OF HOUSING

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of race, color, religion or national origin of such person or of any person associated with him in connection with such loan or other financial assistance or the purpose of such loan or other financial assistance, or of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given; Provided, that nothing contained in this section shall impair the scope or effectiveness of the exception contained in Section 3(b).

Section 6. DISCRIMINATION IN THE PROVISION OF BROKERAGE SERVICES

It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, national origin, familial status or handicapped status.

Section 7. EXEMPTION

Nothing in this ordinance shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin. Nor shall anything in this ordinance prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

Section 8. ADMINISTRATION

(a) The authority and responsibility for administering this Act shall be in the Chief Executive Officer of the county.

(b) The Chief Executive Officer may delegate any of these functions, duties, and powers to employees of the city or to boards of such employees, including functions, duties, and powers with respect to investigating, conciliating, hearing, determining, ordering, certifying, reporting or otherwise acting as to any work, business, or matter under this ordinance. The Chief Executive Officer shall by rule prescribe such rights of appeal from the decisions of his hearing examiners to other hearing examiners or to other officers in the city, to boards of officers or to himself, as shall be appropriate and in accordance with law.

(c) All executive departments and agencies shall administer their programs and activities relating to housing and urban development in a manner affirmatively to further the purposes of this ordinance and shall cooperate with the Chief Executive Officer to further such purposes.

Section 9. EDUCATION AND CONCILIATION

Immediately after the enactment of this ordinance, the Chief Executive Officer shall commence such educational and conciliatory activities as will further the purposes of this ordinance. He shall call conferences of persons in the housing industry and other interested parties to acquaint them with the provisions of this ordinance and his suggested means of implementing it, and shall endeavor with their advice to work out programs of voluntary compliance and of enforcement.

Section 10. ENFORCEMENT

(a) Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereafter "person aggrieved") may file a complaint with the Chief Executive Officer. Complaints shall be in writing and shall contain such information and be in such form as the Chief Executive Officer requires. Upon receipt of such a complaint, the Chief Executive Officer shall furnish a copy of the same to the person or persons who allegedly committed or about to commit the alleged discriminatory housing practice. Within thirty days after receiving a complaint, or within thirty days after the expiration of any period of reference under subsection (c), the Chief Executive Officer shall investigate the complaint and give notice in writing to the person aggrieved whether he intends to resolve it. If the Chief Executive Officer decides to resolve the complaints, he shall proceed to try to eliminate or correct the alleged discriminatory housing practice by informal methods of conference, conciliation, and persuasion. Nothing said or done in the course of such informal endeavors may be made public or used as evidence in a subsequent proceeding under this ordinance without the written consent of the persons concerned. Any employee of the Chief Executive Officer who shall make public any information in violation of this provision shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$1,000 or imprisoned not more than one year.

(b) A complaint under subsection (a) shall be filed within one hundred and eighty days after the alleged discriminatory housing practice occurred. Complaints shall be in writing and shall state the facts upon which the allegations of a discriminatory housing practice are based. Complaints may be reasonably and fairly amended at any time. A respondent may file an answer to the complaint against him and with the leave of the Chief Executive Officer, which shall be granted whenever it would be reasonable and fair to do so, may amend his answer at any time. Both complaints and answers shall be verified.

(c) If within thirty days after a complaint is filed with the Chief Executive Officer, the Chief Executive Officer has been unable to obtain voluntary compliance with this ordinance, the person aggrieved may, within thirty days thereafter, file a complaint with the Secretary of the Department of Housing and Urban Development. The Chief Executive Officer will assist in this filing.

(d) If the Chief Executive Officer has been unable to obtain voluntary compliance within thirty days of the complaint, the person aggrieved may, within thirty days hereafter commence a civil action in any appropriate court, against the respondent named in the complaint, to enforce the rights granted or protected by this ordinance, insofar as such rights relate to the subject of

the complaint. If the court finds that a discriminatory housing practice has occurred or is about to occur, the court may enjoin the respondent from engaging in such practice or order such affirmative action as may be appropriate.

(e) In any proceeding brought pursuant to this section, the burden of proof shall be on the complainant.

(f) Whenever an action filed by an individual shall come to trial, the Chief Executive Officer shall immediately terminate all efforts to obtain voluntary compliance.

Section 11. INVESTIGATIONS; SUBPOENA - GIVING OF EVIDENCE

(a) In conducting an investigation the Chief Executive Officer shall have access at all reasonable times to premises, records, documents, individuals, and other evidence or possible sources of evidence and may examine, record, and copy such materials and take and record the testimony or statements of such persons as are reasonably necessary for the furtherance of the investigation; Provided, however, That the Chief Executive Officer first complies with the provisions of the Fourth Amendment relating to unreasonable searches and seizures. The Chief Executive Officer may issue subpoenas to compel his access to or the production of such materials, or the appearance of such persons, and may issue interrogatories to a respondent, to the same extent and subject to the same limitations as would apply if the subpoenas or interrogatories were issued or served in aid of civil action in the United States district court for the district in which the investigation is taking place. The Chief Executive Officer may administer oaths.

(b) Upon written application to the Chief Executive Officer, a respondent shall be entitled to the issuance of a reasonable number of subpoenas by and in the name of the Chief Executive Officer to the same extent and subject to the same limitations as subpoenas issued by the Chief Executive Officer himself. Subpoenas issued at the request of a respondent shall show on their face the name and address of such respondent and shall state that they were issued at his request.

(c) Witnesses summoned by subpoena of the Chief Executive Officer shall be entitled to the same witness and mileage fees as are witnesses in proceedings in United States district courts. Fees payable to a witness summoned by a subpoena issued at the request of a respondent shall be paid by him.

(d) Within five days after service of a subpoena upon any person, such person may petition the Chief Executive Officer to revoke or modify the subpoena. The Chief Executive Officer shall grant the petition if he finds that the subpoena requires appearance or attendance at an unreasonable time or place, that it requires production of evidence which does not relate to any matter under investigation, that it does not describe with sufficient particularity the evidence to be produced, that compliance would be unduly onerous, or for other good reason.

(e) In case of contumacy or refusal to obey a subpoena, the Chief Executive Officer or other person at whose request it was issued may petition for its enforcement in the Municipal or State court for the district in which the person to whom the subpoena was addressed resides, was served or transacts business.

(f) Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents or other evidence, if in his power to do so, in obedience to the subpoena or lawful order of the Chief Executive Officer shall be fined not more than \$1,000 or imprisoned not more than one year, or both. Any person who, with intent thereby to mislead the Chief Executive Officer, shall make or cause to be made any false entry or statement of fact in any report, account, record, or other document submitted to the Chief Executive Officer pursuant to his subpoena or other order, or shall willfully neglect or fail to make or cause to be made full, true and correct entries in such reports, accounts, records, or other documents, or shall willfully mutilate, alter, or by any other means falsify any documentary evidence, shall be fined not more than \$1,000 or imprisoned not more than one year, or both.

(g) The attorney shall conduct all litigation in which the Chief Executive Officer participates as a part or as amicus pursuant to this ordinance.

Section 12. ENFORCEMENT BY PRIVATE PERSONS

(a) The rights granted by Sections 3, 4, 5 and 6 may be enforced by civil actions in state or local courts of general jurisdiction. A civil action shall be commenced within one hundred and eighty days after the alleged discriminatory housing practice occurred: Provided, however, That the court shall continue such civil case brought pursuant to this section or Section 10(d) from time to time before bringing it to trial if the court believes that the conciliation efforts of the Chief Executive Officer are likely to result in satisfactory settlement of the discriminatory housing practice complained of or in the complaint made to the Chief Executive Officer and which practice forms the basis for the action in court: And provided, however, That any sale, encumbrance, or rental or unexpired prior to the issuance of any court order issued under the authority of this ordinance, and involving a bona fide purchaser, encumbrancer, or tenant without actual notice of the existence of the filing of a complaint or civil action under the provisions of this ordinance shall not be affected.

(b) The court may grant as relief, as it deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, and may award to the plaintiff actual damages and not more than \$1,000 punitive damages, together with court costs and reasonable attorney fees in the case of a prevailing plaintiff: Provided, That the said plaintiff in the opinion of the court is not financially able to assume said attorney's fees.

Section 13. INTERFERENCE, COERCION OR INTIMIDATION

It shall be unlawful to coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Sections 3, 4, 5 or 6. This section may be enforced by appropriate civil action.

Section 14. SEPARABILITY OF PROVISIONS

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

Section 15. PREVENTION OF INTIMIDATION IN FAIR HOUSING CASES

Whoever, whether or not acting under color of law, by force or threat of force willfully injures, intimidates or interferes with, or attempts to injure, intimidate or interfere with:

(a) any person because of his race, color, religion, sex, national origin, familial status or handicapped status, and because he is or has been selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale, purchase, rental, financing or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting dwellings; or

(b) any person because he is or has been, or in order to intimidate such person or any other person or any class of persons from:

(1) participating, without discrimination on account of race, color, religion, sex, national origin, familial status or handicapped status in any of the activities, services, organization or facilities described in subsection 15(a); or

(2) affording another person or class of persons opportunity or protection so to participate; or

(c) any citizen because he is or has been, or in order to discourage such citizen or any other citizen from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, color, religion or national origin, in any of the activities, services, organizations or facilities described in subsection 15(a), or participating lawfully in speech or peaceful assemble opposing any denial of the opportunity to so participate shall be fined not more than \$1,000 or imprisoned not more than one year, or both; and if bodily injury results shall be fined not more than \$10,000, or imprisoned not more than ten years, or both; and if death results shall be subject to imprisonment for any term of years or for life.

Adopted by the Pendleton County Fiscal Court on the _____ day of November, 2009

Henry Bertram, Judge Executive

Attest: Fiscal Court Clerk

In Re: Approve Updated County Affirmative Action Plan

Judge Bertram presented the court with a copy of the County’s updated Affirmative Action Plan, whereby Squire Whaley made a motion to approve the plan as presented, seconded by Squire Veirs, motion carried.

PENDLETON COUNTY FISCAL COURT

GRANTEE SECTION 3 AFFIRMATIVE ACTION PLAN*

The Pendleton County Fiscal Court agrees to implement the following specific affirmative action steps directed at increasing opportunities for training and employment for lower income residents of the project area, and increasing the utilization of business concerns within the Section 3 covered area or owned by Section 3 area residents.

- A. To identify projected work force needs for all phases of the program by occupation, trade, skill level, and number of positions and to develop utilization goals for the employment of lower income project area residents for each.
- B. To attempt to recruit from within the county the requisite number of project area residents through: local advertising media; posted signs; and community organizations and public and private institutions operating within or serving the project area.
- C. To identify eligible business concerns for CDBG-assisted contracts through: the Chamber of Commerce, the Urban League, local advertising media including public signage; project area committees, citizen advisory boards; lists available through CDBG program officials; regional planning agencies, and all other appropriate referral sources.
- D. To maintain a list of eligible business concerns for utilization in CDBG-funded procurements, to insure that all appropriate project area business concerns are notified of pending contractual opportunities, and to make available this list for general county procurement needs.
- E. ""To require all bidders on contracts to submit a written Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- F. "" To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- H. To appoint or recruit an executive official of the county as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

* For CDBG grant awards greater than \$200,000.
"" The project area is coextensive with Pendleton County's boundaries.
"" Loans, grants, contracts, and subsidies which do not exceed \$100,000 will be exempt.

As Judge Executive and representative of Pendleton County, I affirm I have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Attest Signature

Title

Date

In Re: Approve Updated Ambulance Protocol for Dispatchers

Judge Bertram presented the court with a copy of the updated Ambulance Protocol for Dispatchers, whereupon Squire Wells made a motion to approve the Protocol, seconded by Squire Veirs, motion carried.

Pendleton County Ambulance Protocol

November 16, 2009

SECTION 1. PENDLETON COUNTY EMS

Pendleton County EMS coverage territory includes all areas of the county *except* Kenton Community's Taxing District and Northern Pendleton's Taxing District.

Should the EMS call be an address in Kenton Community's district (ESN 453) or it's outside the county, transfer the caller to the appropriate county. If the call cannot be transferred, gather as much information as possible, and then transfer that information to the appropriate county.

If the EMS call is in Northern Pendleton's Taxing District (ESN 431), Northern Pendleton's Ambulance will be dispatched.

Both 2901 and 2902 will have a Paramedic on board, so all Pendleton County Ambulance Service runs will be considered Advanced Life Support (ALS).

When the Ambulance announces "En route" a Run Number will be assigned by Dispatch. If the Ambulance is disregarded, that Run Number will remain assigned to the disregarded run. A Run Number *will not* be assigned to a second ambulance going to help with lifting assistance.

DISPATCHING PENDLETON COUNTY EMS

******Dispatch 2900 to all structure fires in Falmouth and Butler Fire Territories******

When a call for Pendleton County EMS is received, 2900 tones will be activated and they will be dispatched.

If both ambulances are unavailable for a call, dispatch another ambulance as per Ambulance Mutual Aid Protocol below.

2900 units will advise when they are en route back from the hospital. If they are en route back from Harrison County, Grant County, or St E Ft Thomas, they will advise when they leave the hospital. If they are en route back from St E Edgewood they will advise they are en route back when they get to the AA highway.

**** NOTE: On all suicide, domestic, overdose, and fight calls, a law officer will have to be dispatched. Let the Ambulance know they will need to stage in the area until it can be verified the scene is safe****

DISPATCHING A THIRD PENDLETON COUNTY EMS MEMBER

When one of the ambulances requests an *additional EMT*, set off ambulance tones and make the request for the additional person. Ambulance personnel will call dispatch by phone, or radio. The first person to call in will be the additional crew member.

If after three minutes you do not have the additional crew member, set off tones for a second time. Wait another two minutes, if no one responds, dispatch another Ambulance as per the Ambulance Mutual Aid Protocol.

Pendleton County Ambulance Protocol

Page 1 of 5

Pendleton County Ambulance Protocol

November 16, 2009

SECTION 2. NORTHERN PENDLETON AMBULANCE:

****Dispatch 2870 to all structure fires and Dispatch 2800 to all accidents requiring 2870 in Northern Pendleton's District ****

**** NOTE: On all suicide, domestic, overdose, and fight calls, a law officer will have to be dispatched. Let the Ambulance know they will need to stage in the area until it can be verified the scene is safe****

Northern Pendleton *will not* have a paramedic on board, so all Northern Pendleton runs will be Basic Life Support (BLS).

When a call for the Northern Pendleton EMS is received, obtain as much information as possible. A decision will need to be made if a paramedic is needed as well as the ambulance. Follow the automatic dispatch indicators below to decide if medics are needed.

Automatic Dispatch Indicators

- 1) Heart attack, shortness of breath, difficulty breathing, chest pains, and "person down"
- 2) Poisoning, overdose
- 3) Diabetes- related emergency
- 4) Gunshot wound, stabbing
- 5) Stroke, especially with complaint of numbness or tingling in an elderly person
- 6) Allergic reaction, especially with a positive history
- 7) Traumatic injury, including auto accident (unless no injury is documented), fall from height, industrial accident, uncontrolled bleeding and (near) amputation.
- 8) Significant burns, especially in children and elderly
- 9) Drowning and near drowning
- 10) Coma altered level of consciousness
- 11) Convulsions, seizures, especially if there is no history of epilepsy
- 12) Choking, complete or partial airway obstruction and compromised of the airway
- 13) When notified that a medic has been requested by the patient, their family or doctor
- 14) When requested by the EMS personnel: whether at the scene, en route or otherwise
- 15) If the information available to us regarding the dispatch is insufficient to make a responsible decision to respond after correct questions are asked

Pendleton County Ambulance Protocol

Page 2 of 5

*** NOTE - COMMAND DETERMINATION *** During any ambulance run in any territory, whatever unit arrives on scene first has operational control and will have all decision making authority. Once the second or subsequent unit arrives, operational control may be transferred. This will be determined by the crews on scene. If operational control does transfer from one unit to another, Dispatch will be informed by the unit that originally had command.

If it is determined that a medic is *not* needed:

2870 tones will be activated and they will be dispatched. If no one acknowledges the tone after three minutes, 2870 will be toned out a second time. If there is still no acknowledgement after an additional 2 minutes, dispatch another ambulance as per Section 3.14 (The Ambulance Mutual Aid Protocol).

If it is determined that a medic *is* needed:

2870 and 2900 tones will be activated and they will *both* be dispatched.

If no one acknowledges the 2870 tone after three minutes, they will be toned out a second time. If there is still no acknowledgement after an additional 2 minutes, the ALS unit will handle the call alone.

If 2870 arrives on scene first, they may disregard 2900 before the unit arrives based on their assessment of the patient. If 2870 determines the patient needs ALS before Pendleton County EMS arrives, Northern Pendleton will transport and inform Dispatch. Dispatch will then contact a medic unit in Campbell County or elsewhere to meet the Northern Pendleton unit.

A determination must be made as soon as possible if the run is ALS or BLS. If the run is determined to be ALS, Pendleton County EMS will transport and bill. Northern Pendleton will then return to service. If the run is determined to be BLS, Northern Pendleton will transport and bill. Pendleton County EMS will then return to service.

If both 2900 units are unavailable for an ALS run to Northern Pendleton's area, Campbell County or another available ALS unit will be contacted for support. If Northern Pendleton decides to transport the patient, Dispatch will contact the medic unit in Campbell County or elsewhere to meet the Northern Pendleton unit.

MUTUAL AID FOR 2870 (If they are not available in their service area)

Dispatch Pendleton County EMS. Then Kenton Community (BLS Only) or Campbell County (ALS Only), Grant County (ALS or BLS).

SECTION 3 AMBULANCE MUTUAL AID PROTOCOL

****NOTE: Campbell County will provide ALS services (ALS only) to the county if all other units are unavailable****

If both Pendleton County EMS units are unavailable, dispatch per the following procedure.

The City of Falmouth area and South and Southeast of Falmouth- Dispatch Northern Pendleton (BLS only), Grant County (ALS or BLS), then Campbell County (ALS only), or Kenton Community (BLS only).

Close to the Grant County area (i.e. 330 W, 22 W, etc) and Southwest of Falmouth – Dispatch Grant County (ALS or BLS), then Northern Pendleton (BLS only) or Kenton Community (BLS only).

Northern part of the County (DeMossville area) – Dispatch Kenton Community (BLS only) then Northern Pendleton (BLS only), Campbell County (ALS only) or Grant County (ALS or BLS)

Butler Area, the City of Butler, and near the Kincaid Lake area of Pendleton County EMS's territory – Dispatch Northern Pendleton (BLS only), then Kenton Community (BLS only), then Grant County (ALS or BLS) or Campbell County (ALS only).

Northwestern part of the County – Dispatch Kenton Community (BLS only), then Grant County (ALS or BLS), Northern Pendleton (BLS only) or Campbell County (ALS only)

Eastern part of the County (McKenneysburg area, Hwy 22 East area, Lenoxburg area, New Zion Rd area, AA Hwy area) – Northern Pendleton (BLS only), then Kenton Community (BLS only), then Grant County (ALS or BLS) or Campbell County (ALS only). May also consider Bracken County (BLS only) depending on the location of the call.

If we receive an ambulance run and need to call out a squad from another county you shall dispatch ambulance personnel to respond as first responders. Drop tones and wait for someone to call you. *Do not specifically call a unit or individual.*

There will be times that you will be in doubt as to who to call to respond to what area. Use your best judgment to get an ambulance on scene as soon as possible.

November 16, 2009

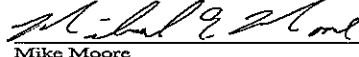
By signing below, each individual verifies the protocols contained on the previous four pages have been reviewed and agreed upon by each person and department.

We also verify these Dispatch protocols are current as of the date of this letter (November 16, 2009) and supersedes any other Ambulance protocols and will remain in effect until superseded by another review.

Jerry Brun
Chief, Northern Pendleton V.F.D.

Phillip Hart
Director, Pendleton County EMS


Teresa Rick
E-911 Dispatch Center Coordinator


Mike Moore
E-911 Director

I have reviewed and approve of the Pendleton County Ambulance protocols contained in this document.

Henry Bertram
Pendleton County Judge Executive

Keith Gunkel
Chairman, Northern Pendleton Fire District

In Re: Discuss Re-Certification of Agriculture District #96-01 and #96-02

Judge Bertram presented the court with a letter from the Pendleton County Conservation District regarding the Re-Certification of Agricultural Districts in Pendleton County. Squire Fogle made a motion to approve this recertification, seconded by Squire Wells, motion carried.



Pendleton County Conservation District

November 16, 2009

BOARD OF SUPERVISORS
LESLIE HERBST
WILL C. BROWNING
CHRIS M. ROBLES
DEWEY PELUSO
ROBERT M. JONES
ROBERT P. McCLANAHAN
EDWIN A. MONROE, III
KAY WILLIAMS, Adm. Sec.

Mr. Henry W. Bertram
Pendleton County Judge Executive
233 Main St. Courthouse
Falmouth, Ky 41040

Dear Judge Bertram;

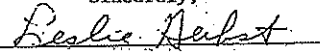
Enclosed you will find the Re-Certification of Agricultural Districts in Pendleton County.

District # 096-01 (South of Falmouth)
(Recertification date is November 17, 2013)

District # 096-02 (Catawba, Ed Monroe Road, etc)
(Recertification date is September 14, 2014)

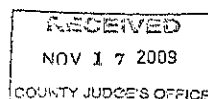
This material is for your information, if you have any questions or concerns, please call or stop by the office.

Sincerely,



Leslie Herbst
Chairperson

LH/kw





**AGRICULTURAL DISTRICT PROGRAM
KENTUCKY SOIL AND WATER CONSERVATION COMMISSION
FRANKFORT, KENTUCKY**

RECERTIFICATION

THIS MATTER came before the Kentucky Soil and Water Conservation Commission for determination on the 21st day of September, 2009 as to the need, in the interest of the protection and enhancement of agricultural land as a viable segment of Kentucky's economy and as an important resource, for the **RECERTIFICATION** of Agricultural District #096-02 in Pendleton County, Kentucky. The original petition was recommended for approval by the Pendleton County Conservation District Board of Supervisors and certified by the Kentucky Soil and Water Conservation Commission at their scheduled meeting on the 18th day of July, 2004, as prescribed by law.

THE KENTUCKY SOIL AND WATER CONSERVATION COMMISSION has conducted an investigation into the question for the need of recertifying the existing Agricultural District based upon proceedings taken under the Agricultural District and Conservation Act (KRS 262.850) with reference to the recertification of such districts, and upon all questions relevant to such inquiries.

THE KENTUCKY SOIL AND WATER CONSERVATION COMMISSION has given due weight and consideration to the following: (1) the continued capability of the land to support agricultural production, (2) the continued viability of active farmlands, (3) the interest of landowners in continued participation, (4) current county development patterns and needs, and (5) the Pendleton County Conservation District Board of Supervisors' recommendation to recertify this Agricultural District.

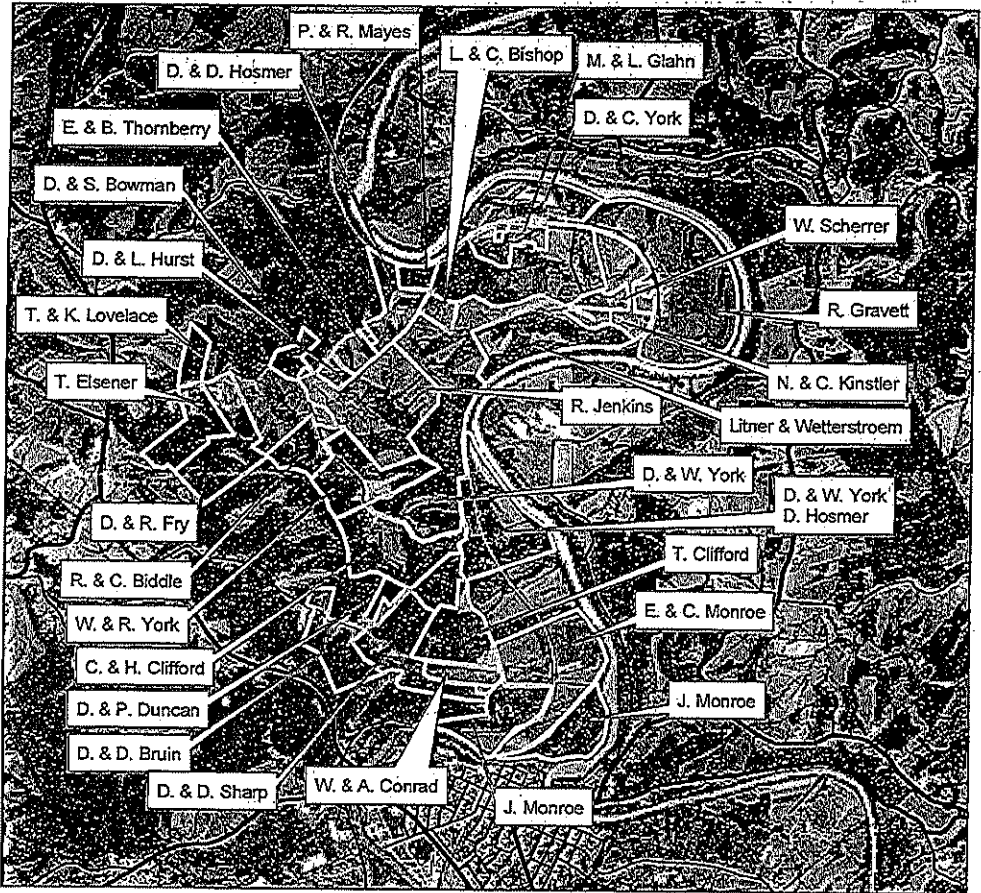
Field Office: FALMOUTH PROGRAM DELIVERY POINT

District: FALMOUTH SOIL & WATER CONSERVATION DISTRICT

Agency: USDA-NRCS

Assisted By: Assisted by:

Kay Williams & Kenny Copes



1 inch equals 3,500 feet





AGRICULTURAL DISTRICT PROGRAM
KENTUCKY SOIL AND WATER CONSERVATION COMMISSION
FRANKFORT, KENTUCKY

RECERTIFICATION

THIS MATTER came before the Kentucky Soil and Water Conservation Commission for determination on the 17th day of November, 2008 as to the need, in the interest of the protection and enhancement of agricultural land as a viable segment of Kentucky's economy and as an important resource, for the RECERTIFICATION of Agricultural District #096-01 in Pendleton County, Kentucky. The original petition was recommended for approval by the Pendleton County Conservation District Board of Supervisors and certified by the Kentucky Soil and Water Conservation Commission at their scheduled meeting on the 13th day of July, 2003, as prescribed by law.

THE KENTUCKY SOIL AND WATER CONSERVATION COMMISSION has conducted an investigation into the question for the need of recertifying the existing Agricultural District based upon proceedings taken under the Agricultural District and Conservation Act (KRS 262.850) with reference to the recertification of such districts, and upon all questions relevant to such inquiries.

THE KENTUCKY SOIL AND WATER CONSERVATION COMMISSION has given due weight and consideration to the following: (1) the continued capability of the land to support agricultural production, (2) the continued viability of active farmlands, (3) the interest of landowners in continued participation, (4) current county development patterns and needs, and (5) the Pendleton County Conservation District Board of Supervisors' recommendation to recertify this Agricultural District.

1



Re-Certification 2008

Next - 2013

In Re: Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Veirs that the following Budget Account Transfers be accepted and approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY NOVEMBER 24, 2009
7:00 PM
COURT ORDER TRANSFERS

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5010-199 County Clerk Fees \$200.00

Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-441 Machinery & Equipment \$ 500.00
09-5140-550 Medical Supplies \$ 10,000.00

INTERFUND TRANSFERS

Transfer from General Fund to Ambulance Fund for Operations \$75,000.00

Transfer from General Fund to 911 Fund for Operations \$10,000.00

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Veirs that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 11/24/2009 To: 11/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5124	Vendor	MODERN LEA	MODERN LEASING	Voucher Date	11/24/2009
05-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739565478	537106	MONTHLY LEASE & COLOR COPY COVERAGE	590.25
		Printed On Check 012085			Voucher Totals	590.25
Voucher No.	05-5125	Vendor	MICHELLE H	MICHELE HAMILTON	Voucher Date	11/24/2009
05-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		537103	REGISTRATION FOR WIN-POPUP	29.90
		Printed On Check 012086			Voucher Totals	29.90
Voucher No.	05-5126	Vendor	OFFICEDEPO	OFFICE DEPOT	Voucher Date	11/24/2009
05-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	497238608001	684516	OFFICE SUPPLIES JUDGES OFFICE	209.25
05-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	495891494001	684487	OFFICE SUPPLIES JUDGES OFFICE	97.40
05-0124	01-5070-445-	P & Z OFFICE SUPPLIES		684516	OFFICE SUPPLIES P&Z	7.20
05-0124	01-5070-445-	P & Z OFFICE SUPPLIES		684487	OFFICE SUPPLIES P&Z	5.09
		Printed On Check 012087			Voucher Totals	318.94
Voucher No.	05-5127	Vendor	SCHWAAB	SCHWAAB, INC.	Voucher Date	11/24/2009
05-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	Y60905	684500	2010 DATE STAMP JUDGES OFFICE	69.49
		Printed On Check 012088			Voucher Totals	69.49
Voucher No.	05-5128	Vendor	CO CLERK	PENDLETON COUNTY CLERK	Voucher Date	11/24/2009
05-0124	01-5010-199-	CO. CLERK FEES		537124	FILING PAPERWORK ON GENERATOR GRANT	32.00
05-0124	01-5070-399-	PLANNING - COMPREHENSIVE		684523	LAND USE RESTRICTIONS 4@ \$17, 2 @ \$23	114.00
		Printed On Check 012089			Voucher Totals	146.00
Voucher No.	05-5129	Vendor	HENRY BERT	HENRY BERTRAM	Voucher Date	11/24/2009
05-0124	01-5025-589-	REGISTRATION/CONFERENCES		537116	REIMB LODGING KACO CONFERENCE	271.42
		Printed On Check 012090			Voucher Totals	271.42
Voucher No.	05-5130	Vendor	GARYVEIRS	GARY VEIRS	Voucher Date	11/24/2009
05-0124	01-5025-589-	REGISTRATION/CONFERENCES		537122	REIMB LODGING KACO CONFERENCE(3) MAGISTRATES	271.42
		Printed On Check 012091			Voucher Totals	271.42
Voucher No.	05-5131	Vendor	INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY	Voucher Date	11/24/2009
05-0124	01-5070-578-	P & Z UTILITIES		537104	NOVEMBER UTILITIES P&Z	100.00
		Printed On Check 012092			Voucher Totals	100.00
Voucher No.	05-5132	Vendor	D-C ELEVAT	D-C ELEVATOR COMPANY, INC.	Voucher Date	11/24/2009
05-0124	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	146342	684521	ELEVATOR MAINTENANCE - OIL & LUBRICATION	84.75
		Printed On Check 012093			Voucher Totals	84.75
Voucher No.	05-5133	Vendor	LAKEWILLIA	LAKE WILLIAMSTOWN EXPANSION COMMITTEE	Voucher Date	11/24/2009
05-0124	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		537110	FY 2009-2010 CONTRIBUTION	15,000.00
		Printed On Check 012094			Voucher Totals	15,000.00

Pendleton County Fiscal Court
Voucher Claims Register

General Fund
From: 11/24/2009 To: 11/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5134	Vendor	GARYMAXWEL	GARY MAXWELL	Voucher Date	11/24/2009
05-0124	01-5205-573-	ANIMAL SHELTER TELEPHONE		213827	CELL PHONE	48.00
		Printed On Check 012095			Voucher Totals	48.00
Voucher No.	05-5135	Vendor	SILGAS	SILGAS	Voucher Date	11/24/2009
05-0124	01-5205-578-	DOG KENNEL UTILITIES	088534	537120	ANIMAL SHELTER LP GAS	520.85
		Printed On Check 012086			Voucher Totals	520.85
Voucher No.	05-5136	Vendor	RECREATION	COMMUNITY RECREATION COMMISSION	Voucher Date	11/24/2009
05-0124	01-5405-107-	RECREATION - SUPER / DIRECTOR		537117	1/2 NOVEMBER SALARY - RECREATION DIRECTOR	1,803.82
		Printed On Check 012087			Voucher Totals	1,803.82
Voucher No.	05-5137	Vendor	RECREATION	COMMUNITY RECREATION COMMISSION	Voucher Date	11/24/2009
05-0124	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		537127	REIMB FOR GRUBBING HOE & PAINT FOR TRAIL OVERLOOK	58.45
		Printed On Check 012098			Voucher Totals	58.45
Voucher No.	05-5138	Vendor	KUHNHEIN	KAREN KUHNHEIN	Voucher Date	11/24/2009
05-0124	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION	684526		REIMBURSEMENT FOR 18 X 24 METAL SIGN NATURE RESER'	30.00
		Printed On Check 012103			Voucher Totals	30.00
Voucher No.	05-5139	Vendor	ADAM FRANK	ADAM FRANKS	Voucher Date	11/24/2009
05-0124	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		537128	BOB CAT WORK ON TRAIL & PARKING LOT	200.00
		Printed On Check 012104			Voucher Totals	200.00
Voucher No.	05-5140	Vendor	WATERLINE	THE FIFTH THIRD BANK	Voucher Date	11/24/2009
05-0124	01-7700-602-	PRINCIPAL ON LEASE - COLT		537101	PRINCIPAL ON WATERLINE	69,238.50
05-0124	01-7700-606-	INTEREST ON LEASE - COLT	0810715225	537101	INTEREST ON WATERLINE	11,446.26
		Printed On Check 012105			Voucher Totals	80,684.76
Voucher No.	05-5141	Vendor	BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA	Voucher Date	11/24/2009
05-0124	01-7700-606-	INTEREST ON LEASE - COLT	152	537111	KACO LEASE PC WATER DISTRICT INTEREST	313.52
		Printed On Check 012106			Voucher Totals	313.52
Voucher No.	05-5142	Vendor	KBT	KENTUCKIANS FOR BETTER TRANSPORTATION	Voucher Date	11/24/2009
05-0124	01-9100-551-	MEMBERSHIPS - CO JUD FIS CT		684540	KBT DUES 2010	250.00
		Printed On Check 012107			Voucher Totals	250.00
19 Vouchers Printed Totalling						100,789.57

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Pendleton County Fiscal Court
Voucher Claims Register

Road Fund
From: 11/24/2009 To: 11/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5143	Vendor	OFFICEDEPO	OFFICE DEPOT	Voucher Date	11/24/2009
05-0224	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES	495012722001	684527	TIME CLOCK, RIBBON, CARDS	237.31
05-0224	02-6105-447-	ROAD MATERIALS	497239845001	684517	CERTIFICATE FRAMES ROAD DEPT	21.00
		Printed On Check 005959			Voucher Totals	258.31
Voucher No.	05-5144	Vendor	PETERSONTR	PETERSON TRUCK CENTER	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS	622644	534057	FUEL TANKS	3,550.00
		Printed On Check 005080			Voucher Totals	3,550.00
Voucher No.	05-5145	Vendor	JAMIE'S TR	JAMIE'S TRUCK SERVICE, INC.	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS	1562	534410	PARTS AND LABOR TO REPAIR FUEL LINE #6	318.20
		Printed On Check 005961			Voucher Totals	318.20
Voucher No.	05-5146	Vendor	FAB-N-WELD	FAB-N-WELD	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS		534094	WELD ON KNOXVILLE BRIDGE	600.00
05-0224	02-6105-447-	ROAD MATERIALS		534094	FORK TRUCK RENTAL	500.00
		Printed On Check 005963			Voucher Totals	1,100.00
Voucher No.	05-5147	Vendor	FASTENAL	FASTENAL COMPANY	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS	KYERL148524	534078	ANCHOR BOLTS	51.25
		Printed On Check 005964			Voucher Totals	51.25
Voucher No.	05-5148	Vendor	ARTSRENTAL	ART'S RENTAL EQUIPMENT, INC.	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS	10-048702-13	534083	1EXCAVATOR, BUCKET EXCAV, FUEL	1,795.50
		Printed On Check 005965			Voucher Totals	1,795.50
Voucher No.	05-5149	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS	1508980	537105	SMALL ACETYLENE CYLINDER RENTAL	29.27
		Printed On Check 005966			Voucher Totals	29.27
Voucher No.	05-5150	Vendor	H&MTRUCK	HOWARD PYLES	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS		534097	1-TIRE	25.00
		Printed On Check 005967			Voucher Totals	25.00
Voucher No.	05-5151	Vendor	RAMADA	RAMADA INN - ELIZABETH TOWN	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS		537102	LODGING FOR ROAD SUPERVISOR - ANNUAL MTG.	67.83
		Printed On Check 005968			Voucher Totals	67.83
Voucher No.	05-5152	Vendor	DAVIS DIST	DAVIS DISTRIBUTING	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS	D64630	516378	1 TON 5/8 REBAR, 1 DOZ BUFFERS	625.00
		Printed On Check 005969			Voucher Totals	625.00
Voucher No.	05-5153	Vendor	LATONIA	LATONIA BLACKTOP SERVICE, LLC	Voucher Date	11/24/2009
05-0224	02-6105-447-	ROAD MATERIALS	936	684542	CUT TREES ON MILFORD ROAD	575.00
		Printed On Check 005970			Voucher Totals	575.00

Page No 1

Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund
From: 11/24/2009 To: 11/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5156	Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date 11/24/2009	
05-0324	03-5101-445-	OFFICE SUPPLIES	495888298001	684488	OFFICE SUPPLIES JAILERS OFFICE	151.25
		Printed On Check 004988			Voucher Totals	151.25
Voucher No.	05-5157	Vendor BURLPHARMA BURLINGTON PHARMACY			Voucher Date 11/24/2009	
05-0324	03-5101-549-	ROUTINE MEDICAL		214047	OCTOBER INMATE MEDS AMBER ASHCRAFT	196.59
		Printed On Check 004989			Voucher Totals	196.59
Voucher No.	05-5158	Vendor MIDWESTAUT GLENN STEINKAMP - MIDWEST AUTOMOTIVE			Voucher Date 11/24/2009	
05-0324	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	5677	214046	LEFT FRONT WINDOW REGULATOR & LABOR	147.44
05-0324	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	5879	214048	TOWING-USED STARTER AND LABOR	150.00
		Printed On Check 004990			Voucher Totals	297.44
3 Vouchers Printed Totalling						645.28

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Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 11/24/2009 To: 11/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5159	Vendor PEND EMS PENDLETON COUNTY EMS, INC			Voucher Date 11/24/2009	
05-0924	09-5140-303-	AMBULANCE SERVICE		537118	DECEMBER AMBUANCE SERVICE PER CONTRACT	71,296.11
		Printed On Check 001348			Voucher Totals	71,296.11
Voucher No.	05-5160	Vendor HOMESITE HOMESITE			Voucher Date 11/24/2009	
05-0924	09-5140-364-	AMBULANCE QUARTERS RENT		537119	DECEMBER AMBULANCE APARTMENT RENT	450.00
		Printed On Check 001347			Voucher Totals	450.00
Voucher No.	05-5161	Vendor MOBILCOM MOBILCOMM INC			Voucher Date 11/24/2009	
05-0924	09-5140-441-	MACHINERY & EQUIPMENT	736869	534532	NOVEMBER MAINTENANCE CONTRACT	218.50
		Printed On Check 001348			Voucher Totals	218.50
Voucher No.	05-5162	Vendor CLASSICPRI CLASSIC PRINTING & GRAPHICS, INC			Voucher Date 11/24/2009	
05-0924	09-5140-445-	OFFICE SUPPLIES	40470	534524	RUN SHEETS	333.51
		Printed On Check 001349			Voucher Totals	333.51
Voucher No.	05-5163	Vendor PHYSIC PHYSIO-CONTROL, INC			Voucher Date 11/24/2009	
05-0924	09-5140-550-	MEDICAL SUPPLIES	PH688707	534533	ALS SUPPLIES	682.37
		Printed On Check 001350			Voucher Totals	682.37
Voucher No.	05-5164	Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.			Voucher Date 11/24/2009	
05-0924	09-5140-550-	MEDICAL SUPPLIES	1509981	534544	CYLINDER RENTAL	327.74
05-0924	09-5140-550-	MEDICAL SUPPLIES	2169981	534543	OCTOBER OXYGEN	89.20
		Printed On Check 001351			Voucher Totals	416.94
Voucher No.	05-5165	Vendor MOORE MOORE MEDICAL CORP.			Voucher Date 11/24/2009	
05-0924	09-5140-550-	MEDICAL SUPPLIES	81152748E1	534545	ALS SUPPLIES	105.00
05-0924	09-5140-550-	MEDICAL SUPPLIES	95948098 RI	534540	ALS SUPPLIES	204.87
05-0924	09-5140-550-	MEDICAL SUPPLIES	95963270 RI	534534	ALS SUPPLIES	141.10
05-0924	09-5140-550-	MEDICAL SUPPLIES	95988536 RI	534535	ALS SUPPLIES	551.63
05-0924	09-5140-550-	MEDICAL SUPPLIES	95948963 RI	534546	ALS SUPPLIES	18.96
		Printed On Check 001352			Voucher Totals	1,022.76
Voucher No.	05-5166	Vendor NIGHTINGAL NIGHTINGALE-ALAN MEDICAL EQUIPMENT			Voucher Date 11/24/2009	
05-0924	09-5140-550-	MEDICAL SUPPLIES	88856	534538	ALS SUPPLIES	504.42
		Printed On Check 001353			Voucher Totals	504.42
Voucher No.	05-5167	Vendor TOTALCARE TOTAL CARE PHARMACY #5			Voucher Date 11/24/2009	
05-0924	09-5140-550-	MEDICAL SUPPLIES	000027	534547	GLUCOMETER STRIPS	240.84
		Printed On Check 001354			Voucher Totals	240.84
9 Vouchers Printed Totalling						75,145.45

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund
From: 11/24/2009 To: 11/24/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	05-5168	Vendor	MODERN LEA	MODERN LEASING			
05-7524	75-5145-445-	911 OFFICE SUPPLIES	6739585477	537108	MONTHLY LEASE & COLOR COPY OVERAGE	11/24/2009	344.15
		Printed On Check 001983					344.15
1 Vouchers Printed Totalling							344.15

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In Re: Closing Remarks

Judge Bertram presented the court with a copy of the Kentucky Transportation Cabinet Official Order 105665 regarding the completion of the reconstruction of a bridge over North Fork Grassy Creek on CR 1318 Carters Chapel Road.



TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Acting Secretary

MEMORANDUM

TO: Recipients of Official Order Changes
to the State Primary Road System

FROM: Keith R. Damron, P.E.
Director
Division of Planning *Keith R. Damron*

DATE: November 13, 2009

SUBJECT: Pendleton County
CR 1318 Carters Chapel Road
Bridge Replacement

Attached is a copy of Official Order Number 105665 making a specific change in the State Primary Road System relative to the subject road. Please make the appropriate change in your records.

The revised listing of the State Primary Road System for Pendleton County, which incorporates the official order change, is located on the Division of Planning's Web page at http://transportation.ky.gov/planning/reports/SPRS_listings/SPRS_listings.asp. If you have any questions or problems locating the State Primary Road System listings, please contact the Roadway Systems Team in the Division of Planning at 502/564-7183.

Section 59-04.0114 (6) of the Division of Planning Guidance Manual directs the Highway District Office to distribute copies of the Official Orders to the county judge/executive, the county clerk, and/or the city mayor, as appropriate, and make necessary explanations regarding the action taken.

KRD/CW/BC

Attachment



An Equal Opportunity Employer M/F/D



Steven L. Beshear
Governor

TRANSPORTATION CABINET
Frankfort, Kentucky 40522
www.transportation.ky.gov/

Joe Prather
Secretary

OFFICIAL ORDER 105665

SUBJECT: Pendleton County
CR 1318 Carters Chapel Road
Bridge Replacement

Pursuant to the provisions of KRS 177.020, it is hereby directed that the following described reconstructed section of CR 1318 Carters Chapel Road and the reconstructed bridge and approaches over North Fork Grassy Creek in Pendleton County [Item No. 6-1065.00, as shown on project plan number FD52 096 5318 001-002 BRZ 0603 (218)], and associated right-of-way be transferred to the Pendleton County Fiscal Court:

CR 1318 Carters Chapel Road, from begin construction station 24+65 (pre-construction milepoint 1.331) extending north to end construction station 32+50 (pre-construction milepoint 1.485), an approximate distance of 0.154 mile.

It shall be known that the reconstructed bridge and approaches over North Fork Grassy Creek on CR 1318 Carters Chapel Road in Pendleton County, and associated right-of-way described above was offered to the Pendleton County Fiscal Court by letter dated July 20, 2009. Pursuant to a resolution dated July 28, 2009, the Pendleton County Fiscal Court has agreed to accept maintenance responsibility and ownership.

Therefore, all rights, responsibilities, and liabilities for the roadbed, the bridge and approaches, and



Page II

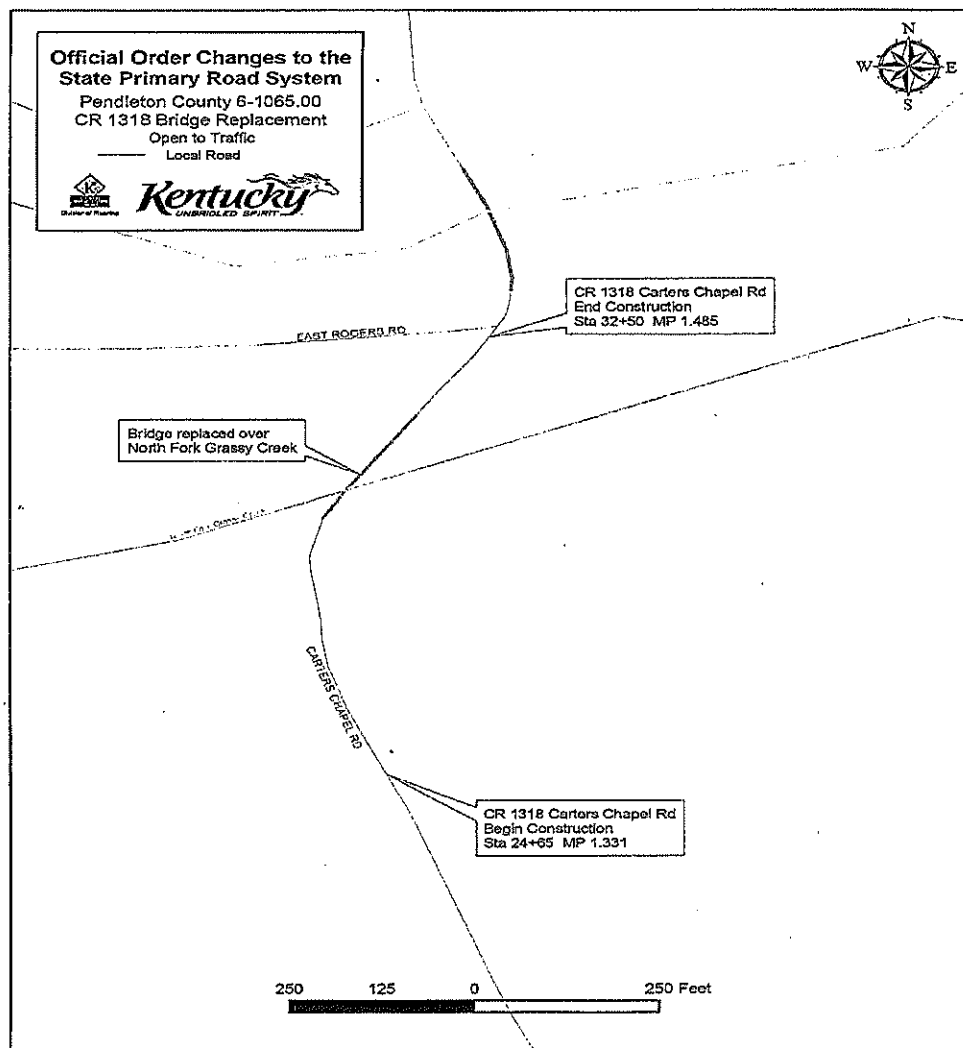
OFFICIAL ORDER 105665

Pendleton County
CR 1318 Carters Chapel Road
Bridge Replacement

associated right-of-way described above, now held by the Commonwealth of Kentucky, will be transferred to the Pendleton County Fiscal Court. Title to the relinquished roadbed and associated right-of-way shall be transferred to the Pendleton County Fiscal Court by necessary conveyance document, upon approval, which is hereby requested, and execution of Deed by the Secretary of the Finance and Administration Cabinet.

Any future sale or transfer by the Pendleton County Fiscal Court of all or any part thereof, which removes same from public domain, may require compensation to the Commonwealth of Kentucky according to law and regulation.

Maintenance of all private or commercial entrances and of all county or local roads, streets or cul-de-sacs, not specifically addressed hereinabove, which were constructed, reconstructed, and/or relocated by or as a result of the highway project referenced herein, shall, in the case of entrances, be the responsibility of the respective owner(s) of the property or properties served by such entrances and, in the case of county or local roads, streets or cul-de-sacs, be the responsibility of the respective county or local government(s) in whose road system such roads or streets are included.



Discussion was held regarding the cost of replenishing ambulance supplies.

In Re: Adjournment

Squire Veirs made a motion, seconded by Squire Wells that this meeting be adjourned, to meet again in regular session on December 8th, 2009, subject to any called meetings, motion carried.

ATTEST:

Henry W. Bertram

Pendleton County Fiscal Court Clerk